

CIVIL COVER SHEET

03-00034

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

PEOPLE HOLDINGS CO., LTD.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

KOREA

DEFENDANTS

SUN Y. WAKUGAWA,
KOWON SHIPPING CORP., and
SINO TRADING GUAM, INC.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

GUAM

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

MUN SU PARK
744 N. MARINE DR #113
UPPER TUMON, GU

ATTORNEYS (IF KNOWN)

UNKNOWN

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | |
|---|--|---|---|
| Citizen of This State | PTF <input type="checkbox"/> DEF <input checked="" type="checkbox"/> | Incorporated or Principal Place of Business in This State | PTF <input type="checkbox"/> DEF <input type="checkbox"/> |
| Citizen of Another State | PTF <input type="checkbox"/> DEF <input type="checkbox"/> | Incorporated and Principal Place of Business in Another State | PTF <input type="checkbox"/> DEF <input type="checkbox"/> |
| Citizen or Subject of a Foreign Country | PTF <input checked="" type="checkbox"/> DEF <input type="checkbox"/> | Foreign Nation | PTF <input type="checkbox"/> DEF <input type="checkbox"/> |

IV. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 118 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 180 Other Contract <input type="checkbox"/> 185 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 660 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 750 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DMC/DMMW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS — Third Party 26 USC 7009	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 860 Securities/Commodities/Exchange <input type="checkbox"/> 876 Customer Challenge 12 USC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 882 Economic Stabilization Act <input type="checkbox"/> 883 Environmental Matters <input type="checkbox"/> 884 Energy Allocation Act <input type="checkbox"/> 885 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 930 Constitutionality of State Statutes <input type="checkbox"/> 930 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 448 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

CAUSES OF ACTION BASED ON CLAIMS ON BREACH OF CONTRACT, UNFAIR BUSIN DIVERSITY ACTION UNDER 28 USCS § 1332

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$

\$460,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) (See Instructions): IF ANY

JUDGE

DOCKET NUMBER

DATE

09-05-03

SIGNATURE OF ATTORNEY OF RECORD

RECEIVED

SEP 11 2003

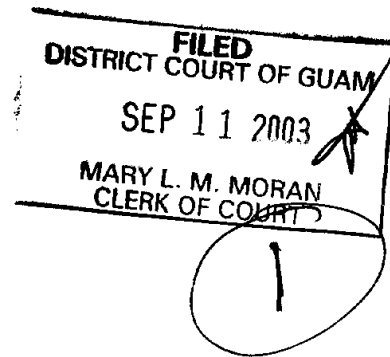
DISTRICT COURT OF GUAM
HAGATNA, GUAM

FOR OFFICE USE ONLY

RECEIPT # AMOUNT

JUDGE MAG. JUDGE

1 MUN SU PARK, ESQ.
2 LAW OFFICE OF PARK
3 East-West Business Center, Suite 113
4 744 N. Marine Drive
5 Tumon, Guam 96913
6 Tel: (671) 647-1200
7 Fax: (671) 647-1211
8 Counsel for Plaintiff PEOPLE HOLDINGS CO., LTD



6 IN THE UNITED STATES
7 DISTRICT COURT OF GUAM
8 TERRITORY OF GUAM

9 PEOPLE HOLDINGS CO., LTD.,

10 Plaintiffs,

11 vs.

12 SUN Y. WAKUGAWA, KOWON
13 SHIPPING CORP., and SINO
14 TRADING GUAM, INC.

15 Defendants.

Civil Case No. 03-00034

VERIFIED COMPLAINT

16 Jurisdiction and Venue

17 1. This is a complaint for breach of contract and damages for false
18 representations as to DRMO (Defense Reutilization & Marketing Office) metal scrap
19 located in the US Naval Base on Guam. This court has jurisdiction of the above-entitled
20 action under 28 USCS Section 1332 by virtue of the diversity of citizenship of the parties.
21 The amount in controversy exceeds \$75,000, exclusive of interest and costs.

22 2. Venue properly lies in this District because defendants are doing business
23 in this District and because the unlawful acts of all defendants have occurred and continue
24 to occur in this District.

25 The Parties

26 3. Plaintiff is, and at all times mentioned in this complaint was a corporation
duly organized, licensed, and existing the laws of the Republic of Korea, with its principal

1
ORIGINAL

1 office located at Hanyang Bldg. 2nd Floor 1-17, Chung-dong, Jung-gu, Seoul, Korea.

2 4. Upon and information and belief, Defendant Ms. SUN (CHOI) YOUNG
3 WAKUGAWA is an individual, a resident of Guam, and President of both KOWON
4 SHIPPING CORP. and SINO TRADING GUAM INC.

5 5. Upon information and belief, Defendant KOWONG SHIPPING CORP. is
6 a corporation organized and existing under the laws of Guam.

7 6. Upon information and belief, Defendant SINO TRADING GUAM, INC.. is
8 a corporation organized and existing under the laws of Guam.

9 Factual Allegations

10 7. Plaintiff is engaged in the business of international trade.

11 8. On or about January 29, 03, Defendants KOWON SHIPPING CORP. and
12 SUN Y. WAKUGAWA entered into a contract with DRMO (Defense Reutilization &
13 Marketing Office, Hawaii with respect to DRMO scrap metal located on US Naval Base
14 on Guam, Contract No. 50-3705-0001. (Exhibit 1).

15 9. On or about February 28, 2003, Plaintiff through its agent, as buyer, and
16 Defendant SUN Y. WAKUGAWA and KOWON SHIPPING CORP, as seller, entered into
17 a contract for the purchase and sale of DRMO metal scrap located in the US Naval Base
18 on Guam.

19 10. On or about February 28, 2003, Defendants received from Plaintiff about
20 \$40,000.00.

21 11. On or about March 5, 10, and 12, 2003, Plaintiff deposited into a DRMO
22 account in Bupyeong, Korea, the total amount of \$92,500.

23 12. On or about April 10, 2003, Plaintiff, as buyer, and Defendant Ms. SUN
24 (CHOI) YOUNG WAKUGAWA as a President of Sino Trading Guam, Inc. entered into
25 a contract for the purchase and sale of DRMO metal scrap located in US Naval Base on
26

1 Guam. (Exhibit 2)

2 13. On or about April 11 and 15, 2003, Defendants received from Plaintiff about
3 \$17,500.00.

4 14. On or about April 18, 2003, Plaintiff sent \$56,000.00 to Defendant via wire
5 transfer.

6 15. On April 22, 2003, Defendants owed to Plaintiff Two Hundred Six Thousand
7 Dollars (\$206,000.00) and the DRMO steel scrap located in the US Naval base had to be
8 exported to Plaintiff.

9 16. On April 22, Defendants sent Plaintiff the notice of cancellation saying that
10 Defendants decided to cancel loading operations. In the notice of cancellation, the sum of
11 \$176,803.06 was found to be due from plaintiff to defendant, but the all of the items
12 mentioned in the notice were wrongfully and fraudulently charged against plaintiff by
13 defendant. (Exhibit 3)

14 17. On April 26, 2003, Defendant sent Plaintiff the notice of contact cancellation
15 saying that plaintiff retain no right to the metallic scrap contracted to Plaintiff. (Exhibit 4)

16 18. Defendants attempted to sell the said metallic scrap to other corporation
17 called Rising Year, International Guam Corp.

18 COUNT I

19 BREACH OF CONTRACT

20 19. Up to April 22, 2003, Defendants have received an advance payment of Two
21 Hundred Six Thousand Dollars (\$206,000.00), but Defendants have/has breached the
22 contract by failing to ship DRMO metal scrap to Plaintiff or attempting to sell DRMO
23 metal scrap to another company.

24 20. Plaintiff, in reliance to the contract, arranged a vessel for shipments and has
25 been damaged in the amount of Two Hundred Thousand Dollars (\$200,000.00).

1 21. Defendants for the purpose of cheating and defrauding plaintiff, prepared
2 and sent the notices of cancellation in which fraudulent charges set out in account stated.
3 (Exhibit 3)

4 22. As a result of Defendant s failure to ship metal scrap to Plaintiff, Plaintiff has
5 been damaged in an amount to be proved at trial.

6 23. Plaintiff will suffer great harm if Defendants export the DRMO metal scrap
7 currently located in the US Naval Base on Guam for sale and disposition by means other
8 than those required by the contract.

9 24. The aforesaid acts of defendants have caused and will continue to cause
10 plaintiff s irreparable injury unless restrained by this Court. Plaintiff have no adequate
11 remedy at law.

12 WHEREFORE, plaintiff prays for Judgment against the Defendants, jointly and
13 severally, and respectfully pray that this Court grant the following relief as to each of the
14 above cause of action;

15 A. Specific Delivery of the DRMO metal scrap located in the US Naval Base on
16 Guam to Plaintiff.

17 B. Preliminarily enjoining and restraining defendants, their officers, directors,
18 principals, agents, servants, employees, successors and assigns, and all those in active
19 concert or participation with them, from exporting the DRMO metal scrap currently
20 located in the US Naval Base on Guam, or any sale of the aforesaid DRMO metal scrap by
21 means other than applying all net profits from said sale to the debt owed by Defendants
22 to Plaintiff.

23 C. Imposing a constructive trust over Defendant s profits and requiring
24 Defendants to account for and pay over to Plaintiff, respectively, all profits realized by
25 them from their sale of the DRMO metal scrap currently located in the US Naval Base on
26

1 Guam.

2 D. Awarding judgment to Plaintiff for compensatory damages in an amount
3 of Four Hundred Sixty Thousand Dollars (\$460,000.00).

4 E. Awarding plaintiffs exemplary and punitive damages as allowed by law;

5 F. Awarding plaintiff its costs os suit incurred therein;

6 G. Awarding plaintiff reasonable attorney's fees and expenses incurred in this
7 action;

8 H. Awarding plaintiff prejudgment interest as authorized by applicable law;
9 and

10 I. Granting plaintiff such other and further relief as this Court deems to be
11 reasonable and necessary and just.

12 Dated this 4th day of September, 2003.

13
14 LAW OFFICE OF PARK
15 Counsel for Plaintiff

16 BY: 

17 MUN SU PARK
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I am an attorney at law duly admitted and licensed to practice before all courts of this Territory. I have my professional office at Suite 113, East West Business Center, Upper Tumon, Guam, 96913.

Said Plaintiff are absent for the city or town in which I have my office and for that reason I am making this verification on its behalf.

I have read the foregoing Verified Complaint and know the contents thereof and that the same are true of my own knowledge except as to those matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the United States and the territory of Guam that the foregoing is true and correct.


MUN SU PARK

ALL COMMUNICATIONS SHOULD INCLUDE THE CONTRACT NUMBER SHOWN IN BLOCK 6 BELOW.

NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT		01 PAGE	OF
2. DEFENSE REUTILIZATION & MARKETING OFFICE - HAWAII P.O. BOX 75298 KAPOLEI, HI 96707-0298		3. DATE OF AWARD 01/29/01	
		4. INVITATION NO. 30-3705	
		5. CONTRACT NO. 50-3705-0001	
8. TO: (Name and address of Purchaser) KOWON SHIPPING CORP WAKUGAWA SUN YOUNG P O BOX 33323 GMP GU 96921 Phone 671 727 5771 FAX 671 649 8651		7. BIDDER NO. 3001282006	
		8. (PAID STAMP)	
This is to inform you that your firm has been awarded a contract of sale for the following materials as a result of the above numbered invitation to bid.		9. PROPERTY MUST BE REMOVED BY (Final date of removal) See Block 10	
10. SURPLUS AND/OR EXCHANGE/SALE ITEMS			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE
01	DRMO GUAM FPO AP, GU 96540-1900 Removal Date: 05/29/03 01 MIXED METALLIC AND		92000.00
			92000.00
11. RELEASE			
An agent of the purchaser obtaining release of the material must present purchaser authorization.			
A. I HAVE RECEIVED THE ABOVE LISTED MATERIALS IN THE QUANTITY INDICATED AND HAVE ACCEPTED SAME IN COMPLIANCE WITH THE TERMS OF ABOVE NUMBERED CONTRACT.			
B. RELEASED BY (Signature)			
C. DATE			
D. VOUCHER NO.			
12. STATEMENT OF ACCOUNT			
Payment of amount due the U.S. Government must be made prior to removal of any material. Refer to the IFP for all methods of acceptable payment.			
A. TOTAL CONTRACT PRICE		\$	92,000.00
B. Performance Bond		\$	500.00
C. BALANCE DUE		\$	92,500.00
D. REFUND DUE		\$	
E. STORAGE CHARGES		\$	
F. PAYMENT RECEIVED		\$	
G. REFUND MADE		\$	
13. SALES CONTRACTING OFFICER (Typed or stamped name and signature) LAURIE CLARK <i>Laurie L. Clark</i>			

DRMS FORM 1427 AUG 98

IMPORTANT NOTICE ON REVERSE

Exhibit 1

등부 년 제 호

Registered No. 2003 - 126

인 증 서
NOTARIAL CERTIFICATE

주호놀루루총영사관 하갓나 출장소
Consulate Agency of the Republic of Korea in Hagatna
Guam, U. S. A.

20208-06811일
93. 11. 10. 승인

210mm×297mm (인쇄용지 (특급) 70g/㎡)

Exhibit 2

CONTRACT

고철 매매계약서

CONTRACT NUMBER : PHD030410

DATE : APR/10/ 2003

THE SELLER :

SINO TRADING GUAM, INC. : P.O.BOX 23323 GME GUAM 96920

THE BUYER :

㈜피플홀딩스 : 서울시 중구 정동 1-17 한양빌딩 2층

제목 : 2003 년 광대 1) D.R.M.O. 고철 기타 SELLER 의 공급가능고철에
 대하여 SINO TRADING GUAM, INC. 과 ㈜피플홀딩스는 아래와 같이
 계약하고 계약내용을 확실히 성립하기 위하여 현지 광 주재
 한국영사관에서 본 계약을 증명한다.

1. Commodity description

- 1) Commodity : 고철
- 2) Quantity : 9,000MT(+10%)
- 3) Unit Price & AMOUNT : - 4,000MT FOB USD 100/MT USD400,000
 - 5,000MT FOB USD 84/MT USD420,000
- 4) 고철품질 : OVERSIZE 광 고철
- 5) 포함선적가능

2. 선적선박 및 기간

- 1) 선적선박 : M/V PAN BRIGHT
- 2) BUYER 는 5 월 30 일 이내에 선적 완료한다. (단 기일이 고의가 아닌
 사정으로 경과 시 SELLER 는 최대한 협조 기일을 연장하며 추가발생 경비
 는 BUYER 가 부담한다.)

3. 결제방법 및 결제구조

- 1) 총 계약 금액: USD 820,000
- 2) 계약금 : USD 132,500
- 3) 계약과 동시에 IRREVOCABLE LETTER OF CREDIT
 - 2,675mt X USD100 = 267,500
 - 3,800MT X USD84 = 319,200
- 4) 선적 시작 전 T/T(외화환할금) : USD 100,800

- 5) 선적된 B/L 상 톤수대로 L/C를 결제한다.
- 6) 계약물품의 총 톤수(9,000MT)보다 부족하거나 초과 선적된 경우, 계약된 고철가격에서 더하거나 빼거나 하여 별도로 상호 정산 한다.
- 7) L/C NEGOTIATION 서류 : B/L, PACKING LIST, SURVEY REPORT, INVOICE

4. INSPECTION

- 1) SELLER와 BUYER는 선적 시 고철과 비철 구분 및 이 물질제거를 위한 상호 검사를 하고 BUYER는 고철 이외의 부분에 대하여 SELLER에게 분리물 의뢰할 수 있으며 SELLER는 적극 수용한다.
- 2) 특히 선적 시 장치의 고철선적은 BUYER의 운임에 많은 비용이 들어감으로 SELLER는 선적 전 선별 작업 시 선별에 적극 협조한다.
- 3) 선별 이후 도착된 물권에 대하여는 상호이의를 제기 하지 않는다.
- 4) 품질에 대한 검수는 선적 전 선척항의 검수를 FINAL로 한다.
- 5) 선적 시 이 물질(타이어, 나무, 플라스틱, 등) 등은 선별하여 선적한다.

5. 선적된 고철 총 수량은 선척항에서의 지정국제검정회사의 상호 비교하여 중간 평균된 수량으로 정산하며 L/C NEGOTIATION 시 문제발생을 없애기 위하여 비교된 중간톤수는 L/C외에 별도로 정산하며 결정료는 각자 부담한다.

6. ㈜피플홀딩스는 판의 선박대리점에 선적서류를 SINO TRADING의 SUN Y WAKUGAWA 만 수령하도록 요청한다.

7. 첨부서류 : SPECIAL CONDITION GUARANTEE & ACCEPTANCE

Seller:

SINO TRADING GUAM, INC.
P.O. BOX 23323 GMF GUAM 96920
대표(이사) SUN Y WAKUGAWA

Buyer:

㈜피플홀딩스
서울시 중구 정동 1-17 한양빌딩 2층
대표이사 임유택

WITNESS:

위임자:

2003년 4월 10일

CONTRACT

PURCHASE AND SALE OF IRON METAL SCRAP AGREEMENT

CONTRACT NUMBER: PHD030410 DATE: APR/20/2003

THE SELLER:

SINO TRADING GUAM, INC.: P.O.BOX 23323 GMF GUAM 96920

THE BUYER:

PEOPLE HOLDINGS CO. LTD: HANYANG BLDG. 2ND FLOOR, JUNG-GU JEONG-DONG 1-17, SEOUL, KOREA

CONTENT: As to DRMO metal scrap and other metal scrap, SINO TRADING GUAM INC. and PEOPLEHOLDINGS CO. LTD hereby enter into an agreement as in the below and this contract agreement is notarized by the Korean consulate office on Guam.

1. COMMODITY DESCRIPTION

- 1) Commodity: Metal iron scrap
- 2) Quantity: 9,000MT (+10%)
- 3) Unit Price & AMOUNT: -4,000MT FOB USD 100/MT USD400,000
-5,000MT FOB USD 84/MT USD420,000
- 4) Quality of Metal Scrap: OVERSIZE GUAM METAL SCRAP
- 5) INSTALLMENT OR SEPARATE LOADING shall be acceptable.

2. LOADING VESSEL AND TIME

- 1) LOADING VESSEL: M/V PAN BRIGHT
- 2) BUYER IS TO COMPLETE LOADING BEFORE MAY 30 (If the loading is delayed unintentionally, SELLER is to cooperatively extend the loading date and additional expenses shall be paid by BUYER)

3. PAYMENT METHOD AND ACCOUNT

- 1) TOTAL CONTRACT PRICE: USD 820,000
- 2) DOWNPAYMENT: USD 132,500
- 3) UPON FORMATION OF CONTRACT, IRREVOCABLE LETTER OF CREDIT
-2,675mt x USD100 = 267,500
-3,800MT x USD84 =319,200
- 4) Prior to Loading, T/T(CASH TRANSFER, FOREIGN CURRENCY): USD 100,800

- 5) Settle an account by L/C, according to number of tons of consignment on B/L
- 6) Settle an account by adding to or subtracting from the total amount of tons on this contract (9,000MT)
- 7) L/C NEGOTIABLE documents: B/L, PACKING LIST, SURVEY REPORT, INVOICE

4. INSPECTION

- 1) SELLER and BUYER, at the time of shipment, conduct mutual inspection to distinguish iron metal scrap from non-iron metal scrap, and to separate other materials from metal scrap. BUYER can demand the separation and SELLER shall accept BUYER's demand of separation.
- 2) In particular, SELLER shall cooperate with BUYER in the process of separating the oversize metal scrap from other metal scrap because of the shipping cost.
- 3) With regard to the metal scrap arrived after the separation process, no complaint shall be made.
- 4) The inspection on the quality of metal scrap prior to consignment shall be final.

5. The total number of tons of consignment shall be compared to the one estimated by designated international inspection company, and the average number of tons shall be utilized to settle an account. To avoid any problem of L/C NEGOTIABLE, the differences in the average number of tons will be settled separately later. Each party shall pay the inspection cost.

6. PEOPLE HOLDINGS CO. LTD. shall request Guam's forwarding agent to have only SUN Y. WAKUGAWA of SINO TRADING receive any shipping document.

7. ATTACHED DOCUMENT: SPECIAL CONDITION GUARANTEE & ACCEPTANCE

Seller:

SINO TRADING GUAM, INC.

P.O.BOX 23323 GMF GUAM 96920

PRESIDENT: SUN Y. WAKUGAWA

Buyer:

PEOPLE HOLDINGS CO. LTD.

JOON-GU JEONG-DONG 1-17, HANYANG BLDG 2ND FLOOR

SEOUL, KOREA

PRESIDENT: IM YOO TAEK

WITNESS: /signed/

authorized representative: /signed/

Date: April 10, 2003.

SPECIAL CONDITIONS : GUARANTEE AND ACCEPTANCE

1. ALL OF THE DOCUMENTS INDICATED HEREIN AND PREPARED BY THE VESSEL AGENT OF THE M/V 'PAN BRIGHT' ARE TO BE PROVIDED SOLELY TO THE SHIPPER, SUN Y. WAKUGAWA.
2. UPON PRESENTATION OF THE FOLLOWING DOCUMENTS BY THE SHIPPER TO THE RECEIVING BANK 100% OF THE FUNDS OF THE L/C ARE TO BE RELEASED TO SAID SHIPPER.
 - A. THREE CLEAN ON BOARD BILLS OF LADING (3/3)
 - B. THREE COMMERCIAL INVOICES (3/3)
 - C. THREE PACKING LISTS (3/3)
 - D. THREE CARGO MANIFESTS (3/3)
 - E. TWO VESSEL DRAFT SURVEYS (2/2)

(ALL OF THE DOCUMENTS ARE TO BE THE ONLY ORIGINALS PRODUCED AND ARE TO BE SIGNED AND STAMPED BY THE VESSEL MASTER OF THE M/V 'PAN BRIGHT'.)

3. PARTIAL SHIPMENT IS ALLOWED AND ACCEPTED. SHORT TONNAGE / QUALITY / OVERSIZED MATERIAL IS ACCEPTED AND CONSTITUTES RELEASE OF ALL FUNDS IN THE L/C TO THE SHIPPER REGARDLESS OF AMOUNTS AND INDICATIONS ON ANY OF THE ABOVE PRESENTED DOCUMENTS TO THE RECEIVING BANK.

ALL CHARGES ASSOCIATED WITH AND FOR THE LOADING OF THE VESSEL M/V 'PAN BRIGHT' TO INCLUDE BUT NOT LIMITED TO STEVEDORING, AGENCY FEES, DEMMURAGE AND PENALTY FEES ARE SOLELY THE RESPONSIBILITY OF THE BUYER AND OR VESSEL OWNER. THE SHIPPER SHALL BE BURDENED WITH NO SUCH CHARGES.

NOTE: THE OPEN L/C MUST BE CONFIRMED BY THE 14TH OF APRIL, 2003 - 1500H (LOCAL TIME) PRIOR TO THE CLOSE OF THE RECEIVING BANK ON GUAM. ALL WIRE TRANSFERS AND OPENING OF THE L/C MUST BE CONFIRMED BY THE SHIPPER AS WELL AS THE SENDING OF SUCH RECEIPTS AND NOTICES OF SUCH TRANSACTIONS TO THE SHIPPER VIA FACSIMILE (671) 646-4785 BY THE MENTIONED DATE AND TIME.

SHOULD THE BUYER FAIL TO MEET THESE REQUIREMENTS SHIPPER SHALL DEEM ALL CONTRACTS AND AGREEMENTS CONCERNING THE LOADING OF SCRAP CARGO WITH THE BUYER AS NULL AND VOID.

WITNESS

JONG SUNG PARK

Apr. 11. 2003

RIM, YONG WOO
CONSIGNEE/BUYER REPRESENTATIVE

위 번역문은 원문과 상위없음을

서약합니다.

서약인

Mun Su Park

인

I swear that the attached translation is true to the original.

SEP 10 2003

signature

Mun Su Park

등부 년 제 호

인 증

위

은

본직의 면전에서 위 번역문이 원문과 상이없

음을 확인하고 서명 날인하였다. 이 공관에

서 위 인증한다.

년 월 일

Registered No. 2003 - 126

Notarial Certificate

CONTRACT

personally

appeared before me, confirmed that

the attached translation is true to the

original and subscribed his(her) name.

This is hereby attested

on this day of

at this office.

SEP 10 2003

성명 :

인

직위 :

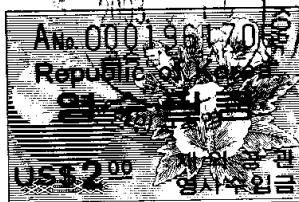
재외공관명칭 : 주호놀루루총영사관 하가타 출장소

소재지 : 미국 하가타

TAE YEOL KWAK
VICE CONSUL

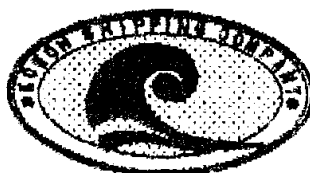
Consulate Agency of the Republic of Korea
in Hagatna

Guam, U. S. A.



20208-07511일
93.11.10. 승인

210mm×297mm (인쇄용지 (특급) 70g/㎡)



KOWON SHIPPING CORPORATION

22 April 2003

Rim, Yong Woo
Representative
PEOPLE'S HOLDING CO., LTD.
Seoul, Korea

Via facsimile : 82-2

Dear Mr. Rim:

RE: NOTICE OF CANCELLATION

Please let this serve as notice that I have reluctantly decided to cancel loading operations of the M/V 'PAN BRIGHT'.

Based on our contract no. PHD030410 with the attached special conditions, you have not met your commitment concerning payment for the scrap and I have further been unable to verify any L/C's as mutually agreed although we have been ready for loading since 21 April 2003.

Additionally, this breach of contract on your part has resulted in substantial costs for the removal of cargo from DRMO Guam. They are as follows:

1.	Trucking from DRMO to staging/storage site	-	USD 40,000.00
2.	Loading Fees at PAG + 20% standby and penalty	-	78,950.00
3.	Scrap Storage Fee	-	12,000.00
4.	Trucking to PAG Commercial Port	-	30,000.00
5.	Cancellation Fees (Current) Est.	-	8,000.00
6.	Non-Ferrous Shipment Invoice (04 Dec. 2002)	-	9,853.06
			=====
			USD 178,803.06

Due to the reasons stated above it is my difficult duty to cancel this shipment and mentioned contract with your company. Please make arrangements with your agent for immediate departure from Tango Pier.

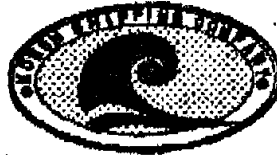
I sincerely hope that we may sell cargo to you in the future provided you have logistically prepared and executed payment for such a type of operation that is mutually agreeable to you and I.

Sincerely,

Sun (Chol) Y. Wakugawa
President

cc: RCL/FRR/file
DRMO-Guam/Navy Port Ops/ISS-Agent

Exhibit 3



KOWON SHIPPING CORPORATION

26 April 2003

Rim, Yong Woo
Representative
PEOPLE'S HOLDING CO., LTD.
Seoul, Korea

Dear Mr. Rim:

RE: NOTICE OF CONTRACT CANCELLATION

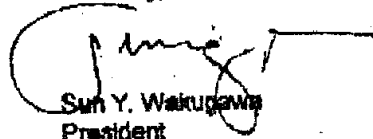
Further to my letter dated 22 April 2003 concerning the cancellation of loading of the M/V 'PAN BRIGHT' please note that as indicated within the special conditions of contract no. PHD030410 your inability to meet your payment commitment *nullifies all previous and current agreements and contracts*. This being the case you retain no rights to the metallic scrap contracted to you.

Though this is the case, we are still very much interested in selling metallic scrap to People's Holding Co. and as such a completely new contract would need to be drafted and agreed to by you and I.

Kowon Shipping currently is sourcing buyers for 4,500,000MT of metal scrap and would consider a purchase of this cargo from your company. However we would strongly enforce any and all payments for 4,500,000MT to be conducted via telegraphic transfer, i.e. USD 150,000.00 transferred prior to loading and the remaining balance prior to completion of loading.

Should you be able to offer a competitive price per metric ton for the purchase of our scrap we would like to sell our cargo to your company.

Sincerely,



Sun Y. Wakugawa
President

cc: RCL/FRR/nls
DRMO-Guam/Navy Port Ops/ISS-Agent

Exhibit 4